

Labor Standards' Guide for Contractors



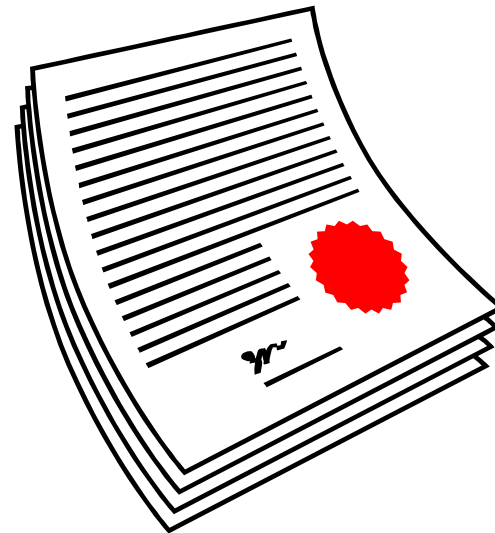
City of Detroit
Planning and Development Dept.
Labor Standards Unit

Contract Documents

Pursuant to 29 CFR 5.5

The following items must be included in all contracts between the subrecipient and the general contractor and in the contracts between the general contractor and all lower tier subcontractors.

- Federal Labor Standards Provisions Language
- Executive Order 11246 Language
- Section 3 Clause Language
- E.O. #22 Language
- Wage Decision



Contractor's Certification

This form must be submitted by the subrecipient/developer/owner.

- Section #1
 - ▢ Contract is between the City of Detroit and the subrecipient/developer/owner.
- Section #4:
 - ▢ Provide legal name and business address.
- Submit completed form with an original ink signature.
- See “[Sample Contractor's Certification](#)” for additional instructions.



Subcontractor's Certification

This form must be submitted by the general contractor and all lower tier subcontractors.

- Section #1 :
 - ▢ Contract is between subrecipient and/or general contractor.
 - ▢ Provide the nature of the work.
 - ▢ Provide subcontractor's contract dollar amount.
- Section #2:
 - ▢ Provide start of work date.
- Section #3:
 - ▢ Provide legal name and business address.
- Submit completed form with an original ink signature.
- See "[Sample Subcontractor's Certification](#)" for additional instructions.





Notification of Contract Award

This form must be submitted by the general contractor, all lower tier subcontractors, and service/supply companies.

- This is the only documentation that service companies and suppliers must submit.
- General contractor and the lower tier subcontractors must complete the entire form.
- In boxes 2 and 3 provide the Internal Revenue Numbers.
- Boxes 3 and 4 must contain the information for the company completing the form.
- In box 4 provide:
 - ▢ type of trade or service
 - ▢ total dollar amount of their contract
 - ▢ award date
- Submit completed form with an original ink signature.
- Subrecipient can refer to “[Sample Notification of Contract Award #1](#)” for additional instructions.
- General contractor and subcontractors can refer to “[Sample Notification of Contract Award #2](#)” for additional instructions.



Wage Requirement Letter

This form must be submitted by the general contractor and all lower tier subcontractors. (Refer to the wage decision for trades and wage rates.)

- Box 1-Submit original ink signatures of all persons authorized to sign the payrolls.
- Box 3-
 - ▢ Identify all trades that will be utilized. Be specific.
 - ▢ Identify group numbers and trade categories where necessary, i.e. landscape laborer-group 2.
 - ▢ Identify fringe benefits. Be specific. Are fringes paid to an approved plan or in cash?
 - ▢ Specify the individual dollar amounts paid for each fringe benefit.
 - ▢ See Sample “[Fringe Benefit Hourly Calculations](#)”.
 - ▢ Show the address(es) of organization(s) that fringes benefits are paid to on behalf of the employees.
- Submit completed form with an original ink signature.
- See “[Sample Wage Requirement Letter](#)” for additional instructions.



Wage Decision

- Wage decisions are project specific.
- Wage decisions are not transferable from one project to the next.
- The trades are listed alphabetically in the wage decision.
- Some trades have more than **one category**, i.e. Landscape Laborer, Open Cut Laborer, etc. There are descriptions included to help determine the correct category to use.
- Some trades have more than **one group**, i.e. Landscape Laborer-Group #1 and Landscape Laborer-Group #2. There are descriptions included to help determine the correct group to use.



Weekly Certified Payroll

*This form must be submitted by the general contractor and all lower tier subcontractors.
(Refer to the wage decision for trades and rates.)*

- Submit payrolls weekly.
- Payroll weeks must be numbered.
- A “No Work” letter may be submitted for weeks when no work is performed.
- Provide employee information on the first payroll that they appear.
 - ▢ Name
 - ▢ Address
 - ▢ Social Security Number
- Identify daily hours worked, total hours worked and rate of pay.
- Show the gross earnings for project and total gross for all projects.



Weekly Certified Payroll (cont.)

- Identify ‘Other’ deductions *(if applicable)*.
 - ▢ Submit “[Other Deductions](#)” form and/or “[Deduction Approval](#)” form *(if necessary)*.
- A “[1099](#)” letter must be submitted for employees who **will not** have deductions taken from their wages.
- Working owners are only required to show their total hours worked for the week on the certified payroll report.
 - ▢ The total hours worked and hourly pay rate must be reported for Single Working Owners. *(See “Single Working Owner” slide for additional information.)*
- Submit completed form with an original ink signature.
- See “[Payroll Checklist](#)” for additional payroll information.
- See “[Sample Payroll](#)” for additional assistance.



Executive Order #22

- Worker hours on City-funded construction projects must be performed by not less than:
 - ▢ 50% Detroit residents
 - ▢ 25% Minorities
 - ▢ 5% Female
- Submit the “[E.O.#22 Request for Information](#)” form to the Labor Standards Analyst.
- The following reports must be submitted to the Human Rights/Contract Compliance Unit:
 - ▢ Payroll Summary Forms
 - ▢ Monthly Subcontractor Report
 - ▢ Monthly Skilled Trade Report
- Contact the Human Rights Dept. for any additional information and forms.



Apprentices Rates and Ratios

- Apprentices must be registered with the U. S. Dept. of Labor-Bureau of Apprenticeship and Training (BAT).
- The ratio of apprentices to journeymen can not exceed the ratios established by the registered program for the trade in which they are working.
- Apprentices ratios are applicable to the workers on the jobsite.
- A [BAT certification](#) and [Wage Step letter](#) must be submitted for each apprentice.
- Apprentices that are not registered must be paid the journeyman rate for the trade that they are working.

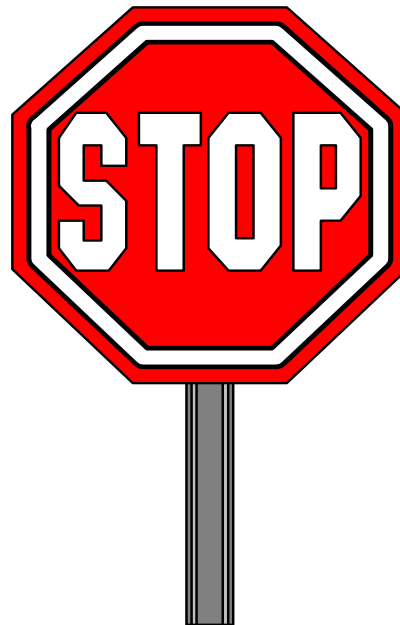
Required Documents for Payment Approval

- Submission of One-time documents
- Current Weekly Certified Payrolls
- E.O.#22 Clearance
- AIA documents
- Sworn Statements
- Waivers of Liens
- Invoices and receipts
- Letter from subrecipient/owner



Reasons for Payment Delays

- Restitution is owed to employee(s).
- Current payrolls have not been submitted.
- Payment packet missing required documentation.
- Human Rights Dept. requests withholding of payment.
- Failure to resolve outstanding issues.
- Liens on the project.





Restitution

- Restitution must be paid when employees have not been paid the correct wages.
- When restitution is owed, the proper [restitution procedure](#) must be followed.
- See “[Sample Restitution Letter](#)” and “[Sample Restitution Payroll](#)” for additional assistance.
- Failure to pay restitution in a timely manner may cause payment requests to be withheld.
- Companies that continuously have restitution issues may be recommended for debarment.



Single Working Owners

- Owners working without a crew during any given week are referred to as “Single Working Owners”.
- Single working owners **can not** certify their own payrolls. The general contractor or owner **must** sign the payrolls for any weeks that a working owner is designated as a single working owner. For additional information on the payrolls for Single Working Owners see “[How Do I Report ...](#)”.
- “...it is HUD policy in all cases where laborers and mechanics are employed on Federal prevailing wage-covered construction work, laborers and mechanics shall be entitled to Davis-Bacon wages at wage rates not less than the prevailing rate for the type of work they perform **regardless of any contractual relationship alleged to exist between a contractor or subcontractor and such laborers or mechanics.**”
- See [HUD letter 96-01](#) for additional information.



Site Visit Postings

The following items must be posted at the work site in an area that is accessible to the employees. During site visits, the Labor Standards staff will check to ensure that the items are posted.

- Federal Labor Standards Provisions
- Federal Notice to Employers (*Red and White Poster*)
- Executive Order 11246 Language
- Equal Employment Opportunity is the Law (*Red, White, and Blue Poster*)
- Section 3 Clause Language
- Wage Decision



Additional Information

- All subcontractors must be bona-fide.
 - ▢ See “[Bona-fide Subcontractor’s Criteria](#)” for additional assistance.
- When completing and signing documentation, it is recommended that companies use any color ink except black.
- Timely and accurate submission of documentation is essential to receiving payments in a timely manner.
- The “[Weekly Sign-in Report](#)” must be submitted by the general contractor every week. (**HOME projects only**)

Contact Information

Labor Standards

Shirley Williams, Labor Standards Supervisor
City of Detroit-P&DD
65 Cadillac Square Suite 1200
Detroit, MI 48226
Swilliam@pdd.ci.detroit.mi.us
(313) 224-1098
FAX# 224-4579

Human Rights Dept. (E.O. #22)

Niaz Ali, Principal Dev. Spec.
Coleman A. Young Municipal Ctr.
2 Woodward Ave. Suite 1026
Detroit, MI 48226
(313) 224-9517
FAX# - 224-3434

Bureau of Apprenticeship and Training

211 W. Fort St. #1319
Detroit, MI 48226
(313) 226-6206

Labor Standards Staff

Angela Thompson, (313) 224-9071
athompso@pdd.ci.detroit.mi.us
Jackie Jackson-Payne, (313) 224-6606
jjackson@pdd.ci.detroit.mi.us
Toyab Al-Bari, (313) 224-9073
tal-bari@pdd.ci.detroit.mi.us
Melanye Lawson, (313) 628-2500
mlawson@pdd.ci.detroit.mi.us

HUD

Jacqueline Szykowski, Labor Relations
477 Michigan
Detroit, MI 48226
226-6280 ext. 8012
[Jacqueline a Szykowski@hud.gov](mailto:Jacqueline_a_Szykowski@hud.gov)



rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing bona fide fringe benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan of program, which was communicated in writing to the laborers and mechanics affected. The fringe benefits enumerated in the Davis-Bacon Act include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing; unemployment benefits; life insurance, disability insurance, sickness insurance, or accident insurance; vacation or holiday pay; defraying costs of apprenticeship or other similar programs; or other bona fide fringe benefits. Fringe benefits do not include benefits required by other Federal, State, or local law.

(q) The term *wage determination* includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision. The application of the wage determination shall be in accordance with the provisions of § 1.6 of this title.

[48 FR 19541, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983; 55 FR 50149, Dec. 4, 1990; 57 FR 19206, May 4, 1992; 65 FR 69693, Nov. 20, 2000; 65 FR 80278, Dec. 20, 2000]

§§ 5.3–5.4 [Reserved]

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses

(or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional

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classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits,

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where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be

considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such

benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate Federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in

the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate

for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded

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Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of

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this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of

Office of the Secretary of Labor

§5.6

each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(iii)(B)	1215-0140
(a)(1)(iii)(C)	1215-0140
(a)(1)(iv)	1215-0140
(a)(3)(i)	1215-0140, 1215-0017
(a)(3)(ii)(A)	1215-0149
(c)	1215-0140, 1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000]

EFFECTIVE DATE NOTE: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

§5.6 Enforcement.

(a)(1) It shall be the responsibility of the Federal agency to ascertain whether the clauses required by §5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in §5.1. Agencies which do not directly enter into such contracts shall promulgate the necessary regulations or procedures to require the recipient of the Federal assistance to insert in its contracts the provisions of §5.5. No payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency unless the agency insures that the clauses required by §5.5 and the appropriate wage

determination of the Secretary of Labor are contained in such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency after the beginning of construction unless there is on file with the agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of §5.5 or unless there is on file with the agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(2) Payrolls and Statements of Compliance submitted pursuant to §5.5(a)(3)(ii) shall be preserved by the Federal agency for a period of 3 years from the date of completion of the contract and shall be produced at the request of the Department of Labor at any time during the 3-year period.

(3) The Federal agency shall cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by §5.5 and the applicable statutes listed in §5.1. Investigations shall be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages and liquidated damages and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering



Federal Labor Standards Provisions

U.S. Department of Housing And Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's pay-roll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met.

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate).

HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management of Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract of any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner take such action as may be necessary to cause the suspension of any further payment advance or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor disburse such amounts withheld for and on account of the contractor or sub-contractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned without rebate either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed as specified in the applicable wage determination incorporated in the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In

addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rate (expressed in percentages of the journeyman's hourly rate specified in the registered program for the apprentice's level of progress expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1.3 and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee.

the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 4.12(a)(1) or to be awarded HUD contract or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C. 1001. Additionally, U.S. Criminal Code Section 1010, Title 18 U.S.C. "Federal Housing Administration transactions" provides in part "Whoever, for the purpose of... influencing in any way the action of such Administration...makes, utters or publishes any statement knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years or both."

(11). Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "Laborers" and "Mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontracts as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**EQUAL OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract

or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 3 CLAUSE
24 CFR Part 135.38 and HUD Grant Agreement

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with Section 3 covered project, the following clause (referred to as a Section 3 Clause):

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth a minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

EXECUTIVE ORDER NO.22
EMPLOYMENT OF LOCAL LABOR ON
PUBLICLY FUNDED CONSTRUCTION AND DEMOLITION PROJECTS

Per Executive Order No. 22, worker hours on any construction project funded in whole or in part by city, state, or federal funds shall be performed by not less than 50% bonafide Detroit residents, not less than 25% minorities and at least 5% women. Where possible, these percentages shall be applied on a craft-by-craft basis. For purposes of Executive Order No. 22, worker hours shall include work performed by persons filling apprenticeship and on-the-job training positions.

The Contractor shall include Executive Order No. 22 by reference in all subcontracts at all levels.

For each project or portion thereof, documentation of compliance shall include: (1) a list of all proposed employees indicating address, telephone number, social security number, trade, sex, race or minority status, and projected worker hours for each; and (2) projected total worker hours. Documentation shall be submitted prior to contract award. After contract award, proposed changes in the workforce shall be submitted for approval.

Where, for reasons due to the nature of the contractor or trade, or for other reasons acceptable to the City, a list of intended employees is not submitted, a detailed plan will be submitted by the contractor which sets forth the entire proposed composition of the workforce, the manner in which such workforce is to be obtained, and any other details required by the City to assure sufficient specificity, intent to comply and ultimate compliance with Executive Order No. 22.

Failure to comply with the provisions of Executive Order No. 22 shall constitute a material breach of the contract, and the City may exercise those rights provided to it under the contract and by law. Sanctions may include, but are not limited to, termination of all or part of the contract, withholding of payment, and/or liquidated damages. Additionally, performance by the contractor in regard to Executive Order No. 22 may be considered in determining the contractor's awardability for future City contracts.

Any person who knowingly submits false information, makes misrepresentations, or commits fraud or any other willful violations under Executive Order No. 22 shall be subject to maximum civil liabilities and criminal penalties allowable under the law.

SAMPLE

General Decision MI 03-81

GENERAL DECISION MI030081 06/13/2003 MI81

Date: June 13, 2003

General Decision Number MI030081

Superseded General Decision No. MI020081

State: Michigan

Construction Type:

BUILDING

HEAVY

County(ies):

WAYNE

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories); **HEAVY CONSTRUCTION PROJECTS** (does not include airport or bridge construction projects, or sewer or water line work if it is incidental to a highway construction project)

Modification Number

0

Publication Date

06/13/2003

COUNTY(ies):

WAYNE

ASBE0025C 06/01/2002

	Rates	Fringes
INSULATOR/ASBESTOS WORKER		
Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	26.52	14.33

FOOTNOTE:

Work requiring a spray coating in the application: Five percent (5%) per hour additional.

BOIL0169A 07/01/2002

	Rates	Fringes
BOILERMAKER	27.507	25% + 4.90

BRMI0001B 06/01/2002

	Rates	Fringes
BRICKLAYER	30.53	9.43

FOOTNOTES:

Using acid material in laying bricks: \$2.00 additional per

SAMPLE

General Decision MI 03-81

hour.

Working on two point swing stage: \$2.25 additional per hour.

Sandblasting: \$2.00 additional per hour.

Laying carbon material: \$2.00 additional per hour.

Guniting work: \$2.00 additional per hour.

Hot work: \$3.00 additional per hour.

BRMI0001C 06/01/2002

	Rates	Fringes
CEMENT MASONS:		
Cement mason	28.48	8.49
Grinding and chipping hammers on walls and ceilings	28.71	8.52
Swing stage 15' above or below grade	28.82	8.54

BRMI0032A 06/01/2002

	Rates	Fringes
MARBLE SETTER	25.06	11.27
TERRAZZO SETTER	24.59	11.27
TILE SETTER	24.49	11.27
MARBLE FINISHER	19.87	11.62
TERRAZZO FINISHER	20.27	11.62
TILE FINISHER	19.89	11.62

FOOTNOTES:

Work on scaffolding over 15 ft.: \$1.25 per hour additional.

Swing stage work: \$1.50 per hour additional.

Terrazzo grinding: \$0.50 per hour above the terrazzo finisher rate.

Terrazzo work grinding vertical work and stairs: \$1.50 per hour above the terrazzo finisher rate.

CARP0687D 06/01/2001

	Rates	Fringes
CARPENTER; DRYWALL HANGER	27.647	25.08% + 3.83
PILEDRIIVER	27.647	25.08% + 3.68
DIVER	35.779	25.08% + 3.68

FOOTNOTES:

Piledrivers:

Loftsperson or sticker: \$0.55 per hour additional.

Loftsperson or sticker on heights over 150 feet: \$0.80 per hour additional.

Welder: \$0.55 per hour additional.

SAMPLE

General Decision MI 03-81

CARP1045G 06/01/2001		
	Rates	Fringes
SOFT FLOOR LAYER	23.38	10.29

CARP1045P 06/01/2001		
	Rates	Fringes
LATHER	24.907	36.08% + 3.81

CARP1102C 06/01/2002		
	Rates	Fringes
MILLWRIGHT	26.60	12.55

ELEC0017G 06/01/1998		
	Rates	Fringes
ALL COMMERCIAL WORK EXCEPT LINE CONSTRUCTION:		
Commercial technician	22.81	18.5% + 2.80
LINE CONSTRUCTION:		
Line technician	29.22	18.5% + 2.80
Cable splicer; Line technician when helio-arc welding	30.42	18.5% + 2.80
Combination line equipment operator and ground person	21.68	18.5% + 2.80
Combination driver/ground person	20.48	18.5% + 2.80
Ground person	18.90	18.5% + 2.80

ELEC0058E 06/01/2002		
	Rates	Fringes
ELECTRICIANS:		
Work on sound and communications/limited-energy systems (including inter-communication public address, paging, music, security systems, nurse call systems, telecommunications (voice and data), fiber optic cabling systems, sound systems, broadband systems, computer network systems, CCTV systems, fire detection/signaling systems, and temperature control systems)	25.97	3% + 4.77
All other work	33.15	3% + 10.58

FOOTNOTES:

SAMPLE

General Decision MI 03-81

All other work:

Work on a suspended swinging scaffold, bosun chair or swinging crane inside or outside of buildings at elevations in excess of 60 ft. above the surface immediately below (does not include work performed from catwalks with guardrails on swinging cranes): 15% per hour additional.

Work on stacks, radio, television and water towers at elevations in excess of 60 ft. above the surface immediately below (does not include work performed from catwalks with guardrails on swinging cranes): 15% per hour additional.

Work under compressed air in tunnels or shafts below the ground level: 15% per hour additional.

Additionally, work requiring the use of gas masks (does not apply to the use of dust respirators): 15% additional.

ELEV0036C 07/02/2002

	Rates	Fringes
ELEVATOR MECHANIC	30.965	7.455

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0324H 10/01/2002

	Rates	Fringes
SEWER RELINING:		

POWER EQUIPMENT OPERATORS:

GROUP 1	24.37	8.41
GROUP 2	22.98	8.41

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

ENGI0324K 06/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS		
STEEL ERECTION:		
GROUP 1	36.44	11.65

SAMPLE

General Decision MI 03-81

GROUP 2	37.44	11.65
GROUP 3	34.94	11.65
GROUP 4	35.94	11.65
GROUP 5	33.44	11.65
GROUP 6	34.44	11.65
GROUP 7	33.17	11.65
GROUP 8	34.17	11.65
GROUP 9	32.72	11.65
GROUP 10	33.72	11.65
GROUP 11	31.99	11.65
GROUP 12	32.99	11.65
GROUP 13	31.63	11.65
GROUP 14	32.63	11.65
GROUP 15	30.99	11.65
GROUP 16	24.18	11.65
GROUP 17	22.77	11.65

FOOTNOTE:

Paid Holidays:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib 400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib 300' or longer

GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane and derrick operator (where operator's

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO: CITY OF DETROIT	Date: _____
C/O: Planning and Development Department 65 Cadillac Square, Suite 1200 Detroit, MI 48226	Project Number (if any): _____
	Project Name: _____

1. The undersigned, having executed a contract with the **City Of Detroit**
_____ for the construction of the above-identified project, acknowledges that:

- (a) Labor Standards provisions are included in the aforesaid contract;
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis Bacon Act, as amended (40 U.S.C. 27 6a-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporations, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient, within ten days after the execution of any subcontract including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) Sole Proprietorship:	(3) A Corporation organized in the state of:
(2) A Partnership:	(4) Other Organization: (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

CONTRACTOR'S CERTIFICATION (continued)

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest are (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

(Contractor)

Date _____

By _____

Warning

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever,...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

SAMPLE CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO: Labor Standards Analyst CITY OF DETROIT	Date: 4/1/99
C/O: Planning and Development Department 65 cadillac Square, Suite 1200 Detroit, MI 48226	Project Number (if any): 2501234
	Project Name: Help the People Non-Profit

1. The undersigned, having executed a contract with the **City Of Detroit**
_____ for the construction of the above-identified project, acknowledges that:

- (a) Labor Standards provisions are included in the aforesaid contract;
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis Bacon Act, as amended (40 U.S.C. 27 6a-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporations, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient, within ten days after the execution of any subcontract including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:
Help the People Non-Profit
1234 Any Street
Any City, Any State 45678

- (b) The undersigned is:

(1) Sole Proprietorship:	(3) A Corporation organized in the state of:
(2) A Partnership:	(4) Other Organization: (Describe) Non-Profit Organization

- (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Jane Doe	President	2345 Any Street Any City, Any State 45678
John Doe	Vice-President	See Above

CONTRACTOR'S CERTIFICATION (continued)

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest are (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST
NONE		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
NONE		

Help the People Non-Profit

(Contractor)

Date **04/01/99**

By **Original Ink Signature-Authorized Rep.**

Warning

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever,...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO: Planning and Development Department Labor Standards 65 Cadillac Square, Suite 1200 Detroit, MI 48226	Date: _____ Project Number (if any): _____ Project Name: _____
---	--

Attn: _____

1. The undersigned, having executed a contract with _____
(Contractor or Subcontractor)
_____ for _____
(Nature of Work)
_____ in the amount of _____
in the construction of the above-identified project, certifies that:

- (a) The Labor Standards Provisions of the Contract for Construction are included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276a-2(a)).

No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the afore said regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

(a) The workman will report for duty on or about _____
(Date)

3. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) Sole Proprietorship:

(3) A Corporation organized in the state of:

(2) A Partnership:

(4) Other Organization: (Describe)

(C) The name, title and address of the owner(s), partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

SUBCONTRACTOR'S CERTIFICATION (Continued)

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest are (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

(Subcontractor)

(Typed Name and Title)

Date

Warning

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever, ...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**SAMPLE SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO: Planning and Development Department Labor Standards 65 Cadillac Square, Suite 1200 Detroit, MI 48226	Date: 04/01/99 <hr/> Project Number (if any): 2501234 <hr/> Project Name: Help the People Non-Profit <hr/>
Attn: Labor Standards Analyst	

1. The undersigned, having executed a contract with ABC Company
(Contractor or Subcontractor)
for Roofing
(Nature of Work)
in the amount of \$25,000.00
in the construction of the above-identified project, certifies that:

- (a) The Labor Standards Provisions of the Contract for Construction are included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276a-2(a)).

No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the afore said regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

- (a) The workman will report for duty on or about 5/1/99
(Date)

3. He certifies that:

(a) The legal name and the business address of the undersigned are:
**ABC Company
1234 Any Street
Any City, Any State 45678**

(b) The undersigned is:

(1) Sole Proprietorship:	(3) A Corporation organized in the state of: Michigan
(2) A Partnership:	(4) Other Organization: (Describe)

- (C) The name, title and address of the owner(s), partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Jane Doe	President	1234 Another Stree Another City, Another State 45678
John Doe	Vice-President	See Above

SUBCONTRACTOR'S CERTIFICATION (Continued)

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest are (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST
NONE		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
NONE		

ABC Company

(Subcontractor)

By **Original Ink Signature-Authorized Rep.**

Jane Doe, President

(Typed Name and Title)

Date **04/01/99**

Warning

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever, ...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

RETURN TO:

City of Detroit - Planning and Development
65 Cadillac Square, Suite 1200
Detroit, MI 48226

NOTIFICATION OF CONTRACT AWARD

1) Hud Assisted Project	Name of Program	Location	Number
	Sponsor		Percent Minority Sponsorship N/A

2) Prime or Sole Contractor	Business Name		Name of Principal Owner	
	Address(Street-City/State/Zip)		Telephone No. (area code/number)	
	Internal Revenue Number	Principal Owner (check applicable boxes) <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Am Indian <input type="checkbox"/> Asian <input type="checkbox"/> White		

3) Sub-Contractor (if applicable)	Business Name		Name of Principal Owner	
	Address (Street-City/State/Zip)		Telephone No. (area code/number)	
	Internal Revenue Number	Principal Owner (check applicable boxes) <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Am Indian <input type="checkbox"/> Asian <input type="checkbox"/> White		

4) Contract Awarded	Type of Contract (state trade or service)		check applicable box	<input type="checkbox"/> Construction <input type="checkbox"/> Service <input type="checkbox"/> Supply
	Total Dollar Value	Check Tier <input type="checkbox"/> Prime <input type="checkbox"/> Sub <input type="checkbox"/> Sub/Sub		
	Award Date	If Joint Venture Amount of Minority \$ N/A Amount of Minority \$ _____		

This serves as such notification for the above contract.

(name of contractor or sub-contractor)

By _____
(Signature)

Date _____

Type/Print
Name and Title _____

RETURN TO:

City of Detroit - Planning and Development
65 Cadillac Square, Suite 1200
Detroit, MI 48226

SAMPLE**SUBRECIPIENT'S / DEVELOPER'S FORM****NOTIFICATION OF CONTRACT AWARD**

1) Hud Assisted Project	Name of Program Help the People Non-Profit	Location 2345 Any Street Detroit, MI 34567	Number 12345
	Sponsor City of Detroit-Planning and Development Dept.		Percent Minority Sponsorship N/A

SUBRECIPIENT'S/ DEVELOPER'S INFORMATION	2) Prime or Sole Contractor		Business Name Help the People Non-Profit Group	Name of Principal Owner Board of Directors
	Address(Street-City/State/Zip) 7890 Your Street Your City, USA		Telephone No. (area code/number) 313-345-6789	
	Internal Revenue Number 38-0000000	<i>Principal Owner (check applicable boxes)</i> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Am Indian <input type="checkbox"/> Asian <input type="checkbox"/> White		

N/A	3) Sub-Contractor (if applicable)		Business Name	Name of Principal Owner
	Address (Street-City/State/Zip)		Telephone No. (area code/number)	
	Internal Revenue Number	<i>Principal Owner (check applicable boxes)</i> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Am Indian <input type="checkbox"/> Asian <input type="checkbox"/> White		

4) Contract Awarded	Type of Contract (state trade or service) REHAB/NEW CONSTRUCTION		<i>check applicable box</i> <input type="checkbox"/> Construction <input type="checkbox"/> Service <input type="checkbox"/> Supply
	Total Dollar Value \$100,000.00	<i>Check Tier</i> <input type="checkbox"/> Prime <input type="checkbox"/> Sub <input type="checkbox"/> Sub/Sub	
	Award Date April 1, 1999	If Joint Venture Amount of Minority \$ N/A Amount of Minority \$ _____	

This serves as such notification for the above contract.

Help the People Non-Profit Group

(name of contractor or sub-contractor)

 By **Authorized Co. Rep.-Original Ink Signature**
 (Signature)
Date **10/4/1999**
 Type/Print
 Name and Title **John Doe, President**

RETURN TO:

City of Detroit - Planning and Development
65 Cadillac Square, Suite 1200
Detroit, MI 48226

SAMPLE**GENERAL/SUBCONTRACTOR'S FORM****NOTIFICATION OF CONTRACT AWARD**

1) Hud Assisted Project	Name of Program Help the People Non-Profit	Location 2345 Any Street Detroit, MI 34567	Number 12345
	Sponsor City of Detroit-Planning and Development Dept.		Percent Minority Sponsorship N/A

2) Prime or Sole Contractor GENERAL CONTRACTOR'S INFORMATION	Business Name ABC General Contractor		Name of Principal Owner Board of Directors	
	Address(Street-City/State/Zip) 7890 General's Street General's City, Their State 56789		Telephone No. (area code/number) 313-345-6789	
	Internal Revenue Number 38-0000000	<i>Principal Owner (check applicable boxes)</i> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Am Indian <input type="checkbox"/> Asian <input type="checkbox"/> White		

3) Sub-Contractor (if applicable) SUBCONTRACTOR, SERVICE CO., OR SUPPLIERS INFORMATION	Business Name We Build Subcontractor/Service Co/Supplier		Name of Principal Owner John Doe	
	Address (Street-City/State/Zip) 4567 Your Street Your City, Your State 45678		Telephone No. (area code/number) 313-234-5678	
	Internal Revenue Number 38-0000000	<i>Principal Owner (check applicable boxes)</i> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Am Indian <input type="checkbox"/> Asian <input type="checkbox"/> White		

4) Contract Awarded INFORMATION FOR COMPANY THAT IS COMPLETING THE FORM	Type of Contract (state trade or service) LIST SPECIFIC TRADE i.e. Plumbing, Roofing, Painting, etc.		<i>check applicable box</i> <input type="checkbox"/> Construction <input type="checkbox"/> Service <input type="checkbox"/> Supply	
	Total Dollar Value \$50,000.00	<i>Check Tier</i> <input type="checkbox"/> Prime <input type="checkbox"/> Sub <input type="checkbox"/> Sub/Sub		
	Award Date April 1, 1999	If Joint Venture Amount of Minority \$ N/A Amount of Minority \$ _____		

This serves as such notification for the above contract.

ABC Company

(name of contractor or sub-contractor)

By Authorized Co. Rep.-Original Ink Signature
(Signature)

Date 10/4/1999

Type/Print
Name and Title Authorized Company Rep.-Print Name

WAGE REQUIREMENT LETTER

TO: Planning and Development Dept.
65 Cadillac Sq. Ste. # 1200
Detroit, MI 48226
Attn:

FROM: (name & address of contractor/subcontractor)

PROJECT:

IRS NO. _____

1. AUTHORIZATION STATEMENT

The following person or persons are hereby authorized to complete and sign all U. S. Department of Labor, Wage and Hour Division Payroll Forms (Form WH-347) on the above mentioned project.

Name:

Signature:

2. PRECONSTRUCTION STATEMENT

The subcontractor

A) ____yes ____no was presented, has read and understands the Labor Standards and Wage Rate as they apply to said project.

B) ____yes ____no has received a copy of the applicable wage rates for the above mentioned project.

3. FRINGE BENEFIT STATEMENT

The following is a list of fringe benefits paid to our employees and where these payments are made by trade (i.e., welfare fund, pension fund, apprentice, industry advancement, etc.)

TRADE		Base Rate	\$
Fringe Benefits	_____		\$
(describe)	_____		\$
	_____		\$
	_____		\$
	_____		\$

TRADE		Base Rate	\$
Fringe Benefits	_____		\$
(describe)	_____		\$
	_____		\$
	_____		\$
	_____		\$

TRADE		Base Rate	\$
Fringe Benefits	_____		\$
(describe)	_____		\$
	_____		\$
	_____		\$
	_____		\$

WAGE REQUIREMENT LETTER

3. FRINGE BENEFIT STATEMENT (continued)

TRADE _____
Fringe Benefits _____
 (describe) _____

Base Rate \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

TRADE	
Fringe Benefits	
(describe)	

Base Rate \$ _____
 \$ _____
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 \$ _____
 \$ _____

TRADE _____
Fringe Benefits _____
 (describe) _____

Base Rate \$ _____
 \$ _____
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 \$ _____
 \$ _____

TRADE _____
Fringe Benefits _____
(describe) _____

Base Rate \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

(If additional trade listings are required please attach a separate page.)

Fringe Benefits payments are made to the following organization(s)

[illegible]

4. CERTIFICATION

The undersigned contractor/subcontractor certifies compliance with all Federal, State, and Local E.E.O. requirements, including Executive Order No. 22.

(name of contractor/subcontractor)

BY _____
Signature

Date _____

Type	Name and Title
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SAMPLE

FRINGE BENEFITS HOURLY CALCULATIONS

Personal Days = 13 per year

13 X 8 Hours = 104 Hours

\$24.75 Hourly rate of pay multiplied by 104 Hours = \$2,574.00

\$2,574.00 divided by 2,080 (yearly hours worked) = \$1.24 per hour

\$1.24 per hour is the fringe benefit rate

Vacation Days = 5 per year

5 x 8 Hours = 40 Hours

\$24.75 hourly rate of pay multiplied by 40 Hours = \$990.00

\$990.00 divided by 2,080 (yearly hours worked) = \$0.48 per hour

\$0.48 hour is the fringe benefit rate

Holidays = 8 per year

8 X 8 = 64 Hours

\$24.75 hourly of pay multiplied by 64 Hours = \$1,584.00

\$1,584.00 divided by 2,080 (yearly hours worked) = \$0.76

\$0.76 hour is fringe benefit rate

Medical Benefits – premium paid monthly

\$120.00 paid per month

\$120.00 divided by 160 hours (40 hours times 4) = \$0.75

\$0.75 per hour is the fringe benefits rate

SAMPLE

WAGE REQUIREMENT LETTER

TO: Planning and Development Dept.
65 Cadillac Sq. Ste. # 1200
Detroit, MI 48226
Attn: Labor Standards Analyst's Name

FROM: (name & address of contractor/subcontractor)

ABC General Contractor/Subcontractor
1234 Your Street
Your City, Your State 44567

IRS NO. 38-0000000

PROJECT:

Help the People Non-Profit

1. AUTHORIZATION STATEMENT

The following person or persons are hereby authorized to complete and sign all U. S. Department of Labor, Wage and Hour Division Payroll Forms (Form WH-347) on the above mentioned project.

Name:

Signature:

Authorized Co. Rep-Print Name

Authorized Co. Rep-Original Ink Signature

Authorized Co. Rep-Print Name

Authorized Co.y Rep-Original Ink Signature

Authorized Co. Rep-Print Name

Authorized Co. Rep-Original Ink Signature

2. PRECONSTRUCTION STATEMENT

The subcontractor

A) ☒ yes ☐ no was presented, has read and understands the Labor Standards and Wage Rate as they apply to said project.

B) ☒ yes ☐ no has received a copy of the applicable wage rates for the above mentioned project.

3. FRINGE BENEFIT STATEMENT

The following is a list of fringe benefits paid to our employees and where these payments are made by trade (i.e., welfare fund, pension fund, apprentice, industry advancement, etc.)

Base + Fringe must = Wage Decision Amount

TRADE	<u>Carpenter</u>	Base Rate	\$ <u>Check Wage Decision</u>
Fringe Benefits	<u>List each individual fringe</u>		\$ <u>Check Wage Decision</u>
(describe)	<u>benefit being paid</u>		\$ _____
	_____		\$ _____
	_____		\$ _____
	_____		\$ _____
TRADE	<u>Any additional trades being</u>	Base Rate	\$ <u>See Above</u>
Fringe Benefits	<u>used</u>		\$ _____
(describe)	_____		\$ _____
	_____		\$ _____
	_____		\$ _____
TRADE	<u>Any additional trades being</u>	Base Rate	\$ <u>See Above</u>
Fringe Benefits	<u>used</u>		\$ _____
(describe)	_____		\$ _____
	_____		\$ _____
	_____		\$ _____
	_____		\$ _____

SAMPLE

3. FRINGE BENEFIT STATEMENT (continued)

TRADE	<i>See Page 1</i>
Fringe Benefits	
(describe)	

Base Rate \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

TRADE	
Fringe Benefits	
(describe)	

Base Rate \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

TRADE	
Fringe Benefits	
(describe)	

Base Rate \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

TRADE	
Fringe Benefits	
(describe)	

Base Rate \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

(If additional trade listings are required please attach a separate page.)

Fringe Benefits payments are made to the following organization(s)

List all organizations (including address) that your company pays fringe benefits to on behalf of your employees.
i.e. HAP, Total Health Care, Apprentice programs, etc.

4. CERTIFICATION

The undersigned contractor/subcontractor certifies compliance with all Federal, State, and Local E.E.O. requirements, including Executive Order No. 22.

ABC General Contractor/Subcontractor
(name of contractor/subcontractor)

BY Authorized Co. Rep-Original Ink Signature
Signature

Date 4/1/1999

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Authorized Co. Rep-Print Name

PAYROLL
(For Contractor's Optional Use; See Instruction, Form WH-347 Inst.)

NAME OF CONTRACTOR _____ OR SUBCONTRACTOR _____										ADDRESS _____												
PAYROLL NO.			FOR WEEK ENDING							PROJECT AND LOCATION					PROJECT OR CONTRACT NO.							
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT	(4) DAY AND TIME								(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK	
			OR													FICA	WITH- HOLDING TAX			OTHER		TOTAL DEDUCTIO NS
			ST																			
			HOURS WORKED EACH DAY																			
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Date _____

I, _____, _____
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed
by _____ on the _____
(Contractor or subcontractor) ; that during the
_____ ;
(Building or work)

payroll period commencing on the _____ day of _____,
_____ , and ending the _____ day of _____ , all persons employed on
said project have been paid the full weekly wages earned, that no rebates have been or
will be made wither directly or indirectly to or on behalf of said

(Contractor or subcontractor)

from the full weekly wages earned by any person and that no deductions have been
made wither directly or indirectly from the full wages earned by any person, other than
permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by
the Secretary of Labor under the Copeland Act, as amended (48 Stat, 948, 63 Stat.
108, 72 State 967; 76 State 357; 40 U.S.C. 276c), and de-scribed below:

(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete; that the wage rates for laborers or mechanics
contained therein are no less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a
bona fide apprenticeship program registered with a State apprenticeship agency
recognized by the Bureau of Apprenticeship and Training, United States Department of
Labor, or if no such recognized agency exists in a State, are registered with the Bureau
of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS
OR PROGRAMS

☐ --In addition to the basic hourly wage rates paid to each laborer or mechanic
listed in the above referenced payroll, payments of fringe benefits as listed in the
contract have been or will be made to appropriate programs for the benefit of such
employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ --Each laborer or mechanic listed in the above referenced payroll has been
paid, as indicated on the payroll, an amount of the required fringe benefits as listed in
the contract, except as noted in Section 4 (c) below.

c. EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

U.S. DEPARTMENT OF LABOR
Wage and Hour Division
INSTRUCTIONS FOR COMPLETING THE PAYROLL FORM, WH-347

General: The use of WH-347, payroll form, is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A) as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing in the face of the payroll all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll of payment to others of fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.
Address: Fill in your firm's address.

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name and Social Security number must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless the address changes.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, parts 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Consult classifications and minimum wage schedule set forth in contract specification. If additional classification are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 - Hours Worked: On all contracts subject to the Contract Work Hours and Safety Standard Act enter as overtime hours all hours worked in excess of 40 hours a week. (Section 1241(a), Public Law 99-145 (99 Stat. 734) eliminated language applying the statutory overtime requirements to a workday of eight hours, effective January 1, 1986.)

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, e.g., \$5.00/.50. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours and Safety Standards Act. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to employees just as has always been done. Such a contractor shall check paragraph 4(a) of

the statement on the reverse of the payroll to indicate payment of approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee and insert the straight time hourly rate column of the payroll, an amount not less than the predetermined rate of each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash and paid in lieu of fringes, the overtime rate shall not be less than the sum of the basic predetermined rate, plus the half-time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate payment of fringe benefits in cash directly to the employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show the payment to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employee's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR Part 3. If the employee worked on other jobs in addition to this project, show actual deductions for the weekly gross wage, but indicate that deductions are based on the gross wages.

Column 9 - Net Wages Paid for Week: self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 U.S.C. 1001, namely, possible imprisonment for 5 years or \$10,000.00 fine or both. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing deductions made. If all deductions made are adequately described in the "Deduction" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

Form WH - 347 Inst. Rev. Sept. 1987

SAMPLE NO WORK LETTER
MUST BE ON COMPANY LETTERHEAD
(NOTE: NO WORK LETTERS SHOULD BE SUBMITTED
AT LEAST ONCE A MONTH)

Date

(LABOR STANDARDS ANALYST NAME)

City of Detroit

Planning and Development

65 Cadillac Square Ste. 1200

Detroit, MI 48226

RE: (PROJECT NAME)
(CONTRACT NUMBER)

This letter concerns work that was done at *(Project Name)*.

No work was performed during the time periods listed below:

<u>Payroll Number</u>	<u>Week Ending Date</u>
#3	5/13/98
#4	5/20/98
#5	5/27/98
#6	6/3/98

Sincerely,

Signature

Title

RETURN TO:

City of Detroit-P&DD
65 Cadillac Sq. Ste. 1200
Detroit, MI 48226

“OTHER” DEDUCTION FORM

The following are included in the “Other” deductions taken from _____
weekly pay checks. **Employee Name**

DEDUCTION TYPE

WEEKLY DEDUCTION AMOUNT

Insurance Payments \$ _____

401K/Retirement Payments \$ _____

Friend of Court/Child Support \$ _____

Union Dues \$ _____

Note: A “Deduction Approval Form” must be submitted for the following deductions

Cell Phone Payments \$ _____

Vehicle/Mileage \$ _____

Pay Advances \$ _____

Tools/Equipment \$ _____

Loans \$ _____

Other, (Be Specific) _____ \$ _____

Company Name _____

Name and Title _____

Signature _____ **Date** _____

RETURN TO:
City of Detroit-P&DD
65 Cadillac Sq. Ste. 1200
Detroit, MI 48226

DEDUCTION APPROVAL FORM

I, _____, hereby approve _____ to
Employee Name Company Name

make the following deduction from my weekly pay check:

DEDUCTION TYPE	DEDUCTION AMOUNT
Cell Phone Payments	\$ _____
Vehicle/Mileage	\$ _____
Pay Advances	\$ _____
Tools/Equipment	\$ _____
Loans	\$ _____
Other, (Be Specific) _____	\$ _____

Payroll # _____ Payroll W/E Date _____

Employee Signature _____ Date _____

SAMPLE 1099 LETTER
MUST BE ON COMPANY LETTERHEAD

Date

(LABOR STANDARDS ANALYST NAME)

City of Detroit

Planning and Development

65 Cadillac Square Ste. 1200

Detroit, MI 48226

RE: (PROJECT NAME)
(CONTRACT NUMBER)

Work at the *(Project Name)* job site is performed by the following 1099 employees

Employee Name

Employee Address

City, State, Zip Code

Employee's Social Security Number

IRS form 1099 for each person will be issued at the end of this year.

(NOTE: MULTIPLE EMPLOYEES MAY BE SHOWN ON ONE LETTER)

Sincerely,

Signature

Title

PAYROLL CHECKLIST

1. Payrolls must be submitted weekly for each individual contractor/ subcontractor for the duration of their work on the project.
2. “No work” payrolls or “no work” letters must be submitted if there is no work performed on the project by any individual contractor/ subcontractor for any given week. ****Note: Multiple “no work” week ending dates may appear on the same letter.*
3. Payrolls must be numbered consecutively, and the last payroll submitted must state “FINAL” prominently across the top. A “no work” payroll can not be the “FINAL” payroll for a company.
4. Contractors/subcontractors may use their own payroll forms, but it must include all of the information that appears on the HUD payroll forms, including the Certification Section that appears on the back.
5. If taxes **will not** be deducted from the employees weekly wages, a 1099 letter must be submitted for each employee. If 1099's will be issued it must be noted on the payrolls. ****Note: Multiple 1099 employees may appear on the same letter.*
6. Specific trades must be shown on the payrolls, i.e. Carpenter, Plumber, Construction Laborer. “Journeyman” is not acceptable as a trade title.
7. Working owners only have to show their total hours worked for the week. They do not have to show their hourly pay rate. “Working owner” must be indicated by the owner’s name.
8. Single working owners must receive prevailing wages and can not sign their own payrolls. The General Contractor must certify the payrolls for all single working owners.
9. Not submitting payrolls in a timely manner (weekly), will delay payment processing.
10. Outstanding restitution payments will delay payment processing.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>	ADDRESS	OMB No.: 1215-0149 Expires: 03/31/2006
ABC Construction	5678 Any Street, Detroit, MI 98765	

PAYROLL NO. 1	FOR WEEK ENDING 10/11/2003	PROJECT AND LOCATION Help the People Apartments	PROJECT OR CONTRACT NO. HOME
------------------	-------------------------------	--	---------------------------------

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
														FICA	WITH- HOLDING TAX	STATE	CITY	OTHER	TOTAL DEDUCTIONS	
				HOURS WORKED EACH DAY																
John Doe 123 His Street Detroit, MI 45678 987-65-432	3	Carpenter	O									\$800.00	\$150.00	\$200.00	\$50.00	\$35.00		\$435.00	\$565.00	
			S		8.00	8.00	8.00	8.00			32.00	\$25.00								\$1,000.00
			O																	
			S																	
REPORTING AN EMPLOYEE W/ MORE THAN ONE TRADE (See Below)			O																	
			S																	
Jane Doe 456 Her Street Detroit, MI 56789 234-56-789	2	Plumber	O									800							\$960.00	
			S		8.00	8.00	8.00	8.00			32.00	\$25.00								\$960.00
Jane Doe (See Above)		Laborer	O									160							\$960.00	
	S							8.00		8	\$20.00	\$960.00								
			O																	
			S																	
REPORTING A SINGLE WORKING OWNER (See Below)			O																	
			S																	
James Workman (Workman Electrical) 345 Their Street Detroit, MI 67890		Electrician	O									2000							2000	
	S			8.00	8.00	8.00	8.00	8.00		40.00	\$50.00	\$2,000.00								

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date 10/11/2003

I, Sue Owner President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

ABC Construction

(Contractor or Subcontractor)

on the

Help the People Apartments

(Building or Work)

; that during the payroll period commencing on the

5 day of 10, 2003, and ending the 11 day of 10, 2003,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

ABC Construction

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS



— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH



— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Sue Owner, President

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

EXECUTIVE ORDER #22 REQUEST FOR INFORMATION

Please provide the following information for all contractors and subcontractors working on the project.

1. Name of Contractor or Subcontractor
2. Address(*include zip code*)
3. Telephone number (*include area code*)
4. Name of contact person (*Who will handle the Labor Standards documents?*)
5. Dollar amount of the contract
6. Projected start date
7. Projected completion date
8. Internal Revenue Number (*Federal ID*)

Apprenticeship Agreement
Office of Apprenticeship Training,
Employer and Labor Services

U.S. Department of Labor
Employment and Training Administration



Warning: This agreement does not constitute a certification under Title 29, CFR, Part 5 for the employment of the apprentice on Federally financed or assisted construction projects. Current certifications must be obtained from the Bureau of Apprenticeship and Training or the recognized State Apprenticeship Agency shown below. (Item 22)

Privacy Act Statement: The information requested herein is used for apprenticeship program statistical purposes and will only be disclosed in accordance with the provisions of the Privacy Act, as amended. (Privacy Act of 1974) (P.L. 93-579)

OMB No. 1205-0223 Expires: 10/31/2003

The program sponsor and apprentice agree to the terms of the Apprenticeship Standards incorporated as part of this Agreement. The sponsor will not discriminate in the selection and training of the apprentice in accordance with the Equal Opportunity Standards in Title 29 CFR Part 30.3, and Executive Order 11246. This agreement may be terminated by either of the parties, citing cause(s), with notification to the registration agency, in compliance with Title 29, CFR, Part 29.6

PART A: TO BE COMPLETED BY APPRENTICE. NOTE TO SPONSOR: PART A SHOULD ONLY BE FILLED OUT BY APPRENTICE

1. Name (Last, First, Middle) and Address (No., Street, City, State, Zip Code)

ANSWER BOTH A AND B
(Definitions on reverse)

4. a. Ethnic Group (mark one)
☐ Hispanic or Latino
☐ Not Hispanic or Latino

b. Race (mark one or more)
☐ Am. Indian or Alaska native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or other Pacific Islander
☐ White

5. Veteran Status (mark one)

☐ Non-Veteran
☐ Veteran

6. Highest education level (mark one)

☐ 8th grade or less
☐ 9th to 12th grade
☐ GED
☐ High School Graduate

2. Date of Birth (Mo., Day, Yr.)

3. Sex (mark one)

☐ Male ☐ Female

7. Career Linkage or Direct Entry (mark one) (Instructions on reverse)

☐ None ☐ Youth ☐ HUD/STEP-UP ☐ School-to-Registered Apprenticeship
☐ Adult ☐ Job Corps ☐ Dislocated Worker ☐ Direct Entry:

8. Signature of Apprentice

Date

9. Signature of Parent/Guardian (if minor)

Date

PART B: TO BE COMPLETED BY SPONSOR.

10. Sponsor Program No. _____

Sponsor Name and Address (No. Street, City, County, State, Zip Code)

11a. Trade/Occupation (The work processes listed in the standards are part of this agreement)

11b. Occupation Code

12. Term
(Hrs., Mos., Yrs.)

13. Probationary Period
(Hrs., Mos., Yrs.)

14. Credit for previous
experience (Hrs., Mos., Yrs.)

15. Term remaining
(Hrs. Mos., Yrs.)

16. Date apprentice-
ship begins (Inden-
ture date)

17a. Related Instruction
(number of hours per year)
144

17b. Apprentice wages for Related Instruction
☐ Will be paid
☐ Will not be paid

17c. Related Training Instruction Source

18. Apprenticeship Wages: (Instructions on reverse)

	Period 1	2	3	4	5	6	7	8	9	10
a. Term (Hrs., Mos., Yrs.)										
b. Percent										

18c. Journeyworker's or completion hourly wage \$ _____

18d. Apprentice entry hourly wage \$ _____

19. Signature of Sponsor's Representative(s) Date Signed

21. Name and address of sponsor designee to receive complaints
(If applicable)

20. Signature of Sponsor's Representative(s) Date Signed

PART C.: TO BE COMPLETED BY REGISTRATION AGENCY

22. Registration agency and address

23. Signature (Registration agency)

24. Date registered

25. Apprentice Identification Number (Definition on reverse):

For the Privacy Act, the Records Maintenance Authority and OMB Disclosure statements, see reverse side.

Item 4.a. Definitions:

Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Item 4.b. Definitions:

American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."

Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White. A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Item 7. Instructions:

Indicate any career linkage (definitions follow) or direct entry. Enter "None" if no career linkage or direct entry apply.

Career linkage includes participation in programs that provided employment, training and other services to adults, youth and dislocated workers. Funds for these activities are provided by the U.S. Department of Labor/Employment and Training Administration to states and local communities.

Adult. Also includes individuals participating in Native American Programs, and/or Migrant and Seasonal Farmworker Programs.

Youth. Includes Youth ages 16-21 years, and other concentrated Youth programs in designated areas.

Dislocated Worker. Includes an individual that has been terminated or laid off and is unlikely to return to the industry or occupation.

It also includes a displaced homemaker who has been providing unpaid services to family members in the home, is no longer supported, and is unemployed or underemployed.

Job Corps. Youth ages 16-24 years usually receiving services in a residential setting.

School-to-Registered Apprenticeship. Program designed to allow high school youth in the 11th and 12th grades to enter a Registered Apprenticeship program and continue after graduation with full credit given for the high school portion.

HUD/STEP-UP. Developed in conjunction with the U.S. Department of Housing and Urban Development (HUD). The program provides the actual apprenticeship experience and the framework for moving into high-skill Registered Apprenticeship.

Direct Entry. A graduate from an accredited technical training school, Job Corps training program or a participant in a military apprenticeship program, any of which training is specifically related to the occupation and incorporated in the Registered Apprenticeship standards. Also, fill in the name of the program.

Item 18. Instructions:

18.a. Term, sponsor enters in each box the apprentice schedule of pay for each advancement period.

18.b. Percent, sponsor enters, preferably, the percent of journeyworker's wage.

18.c. Journeyworker's wage, sponsor enters date and wage per hour.

18.d. Apprentice entry hourly wage, sponsor enters apprentice hourly wage.

Note:

18.a. The employer agrees to pay the hourly wage rate identified in this section to the apprentice each period of the apprenticeship based on the successful completion of the on-the-job training and the related instruction outlined in the Apprenticeship Standards. The period may be expressed in hours, months, or years.

18.b. The wage rates preferably are expressed in percent of journeyworker's wage, but may also be expressed in dollars and cents, depending on the industry.

18.c. If the employer is signatory to a collective bargaining agreement, the journeyworker's wage rate in the applicable collective bargaining agreement is identified. Apprenticeship program sponsors not covered by a collective bargaining agreement must identify a minimum journeyworker's hourly rate that will be the basis for the progressive wage schedule identified in item 18.c., of this agreement.

Example - 3 YEAR APPRENTICESHIP PROGRAM

<u>Term</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Period 3</u>	<u>Period 4</u>	<u>Period 5</u>	<u>Period 6</u>
hrs., mos., yrs.	1000 hrs.	1000 hrs.	1000 hrs.	1000 hrs.	1000 hrs.	1000 hrs.
%	55	60	65	70	80	90

Example - 4 YEAR APPRENTICESHIP PROGRAM

<u>Term</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Period 3</u>	<u>Period 4</u>	<u>Period 5</u>	<u>Period 6</u>	<u>Period 7</u>	<u>Period 8</u>
hrs., mos., yrs.	6 mos.	6 mos.	6 mos.	6 mos.	6 mos.	6 mos.	6 mos.	6 mos.
%	50	55	60	65	70	75	80	90

Item 25. Definition:

The apprentice identification number is a unique number generated by the Registered Apprenticeship Information System (the OATELS' data-base), which is used to identify the apprentice. It replaces the social security number to protect the apprentice's privacy.

The collection and maintenance of the data on ETA-671, Apprenticeship Agreement Form, is authorized under the National Apprenticeship Act, 29 U.S.C. 50, and Code of Federal Regulations 29 Part 29.1. The data is maintained, pursuant to the Privacy Act of 1974 (5 U.S.C. 552a.), in a system of records entitled, DOL/ETA-4, Apprenticeship Management System (AMS), at the Office of Apprenticeship Training, Employer and Labor Services, Employment and Training Administration, U.S. Department of Labor. Data may be disclosed to a State Apprenticeship Council to determine an assessment of skill needs and program information, and in connection with federal litigation or when required by law.

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Office of Apprenticeship Training, Employer and Labor Services, 200 Constitution Avenue, N.W., Room N-4671, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0223).



JOINT APPRENTICESHIP COMMITTEE - 21190 SCHÖENHERN ROAD • WARREN, MICHIGAN 48099 • (810) 772-4271 • FAX (810) 772-4577

ROOFERS & WATERPROOFERS UNION LOCAL #149
SOUTHWESTERN MICHIGAN ROOFING CONTRACTORS ASSOCIATION
JOINT APPRENTICESHIP COMMITTEE TRAINING FUND

Date _____

To whom it may concern:

This will certify that _____

SS# _____ has been accepted by and

is registered with the Detroit Roofers & Waterproofers Union Local

149/ SMRCA Joint Apprenticeship Committee, recognized by the

Federal Committee of Apprenticeship and the Bureau of

Apprenticeship, Department of Labor.

_____ has been enrolled in our program since _____.

He/she is currently employed _____

And is receiving a rate of pay of \$ _____ per hour.

Best Regards,

Mr. Robert Drogosch
Instructor/coordinator

RESTITUTION PROCEDURES

You must use the following procedures to correct the payroll errors that have been made.

1. Prepare a letter from you to your employee(s) outlining your underpayment to him/her.
2. Prepare correction payroll (show total hours; hourly shortage; gross; deductions and net pay) and write "Restitution Payroll" on the payroll.
3. Have each employee who has received restitution sign the corrected certified payroll as evidence of their receipt of the payment.
4. Submit a copy of the restitution check(s).
5. Submit a copy of picture I.D. of employee(s).

The corrected payroll with original ink signatures, along with a copy of the letter to your employee(s) must be submitted to:

PLANNING & DEVELOPMENT DEPARTMENT
LABOR STANDARDS UNIT
65 CADILLAC SQ. STE. 1200
DETROIT, MI 48226
ATTENTION:

PLEASE NOTE: ALL SIGNATURES ON THE CORRECTED PAYROLL MUST BE
ORIGINAL INK. COPIES WILL NOT BE ACCEPTED.

UN-FOUND WORKERS

For workers that can not be located, the general contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located.

SAMPLE RESTITUTION LETTER

[ON COMPANY LETTERHEAD]

Date

Employee's Name
Employee's Address
City, State, Zip

***RE: PROJECT NAME
RESTITUTION PAYMENT***

Please be advised that during your work on the _____ project, you were underpaid. As a result of our underpayment, you are owed restitution. Contact our office to schedule a date and time for you to pick up your check. You must have your driver's license/picture identification to pick up your check.

Sincerely,

Authorized Signer
Company Name

cc: *Labor Standards Analyst's Name*, P&DD
File

SAMPLE RESTITUTION PAYROLL

NAME OF CONTRACTOR _____ OR SUBCONTRACTOR <u> X </u> <div style="text-align: center;">ABC Construction</div>										ADDRESS 123 Any Street Detroit, MI 45678													
PAYROLL NO. Restitution Payroll			FOR WEEK ENDING N/A							PROJECT LOCATION Help the People Apts				PROJECT CONTRACT NO. HOME									
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE		(2) # OF EXEMPTIONS	(3) WORK CLASSIFICATION		OT OR ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK	
																FICA	WITH- HOLDING TAX	STATE TAX	OTHER	OTHER	TOTAL DEDUCTIONS		
John Doe 2345 His Street Detroit, MI 98765		3	Carpenter		O																		
					S								Total Hours Owed 24	Hourly Diff. \$7.56	\$181.44								\$181.44
Jane Doe 5678 Her Street Detroit, MI 87654		2	Laborer		O																		
					S								Total Hours Owed 32	Hourly Diff. \$5.30	\$169.60								\$169.60

Please be reminded that a restitution payroll is a **consolidated** report to reflect **ONLY** the information relative to the restitution owed. The restitution information must be reported independently of “*regular*” payroll data, on a **separate** payroll form. Therefore, please submit a restitution payroll to accurately reflect the restitution data **ONLY**. Please note that on a restitution payroll, you are not required to itemize the hours worked for each day under column #4. However, a total of all hours subject to restitution pay must be reported in the “Total Hours” column. A compliance page must be submitted with the restitution payroll.

HOW DO I REPORT.....

The following are commonly asked questions and answers of Labor Standards on how to report employee information on the payroll form:

1. ***HOW DO I REPORT AN EMPLOYEE WHO HAS WORKED OVERTIME?***

Pursuant to the Federal Labor Standards Provisions (FLSP), employees must be paid at the “overtime” rate for all hours worked in excess of forty (40) hours per work week. The overtime rate is one and one-half times the basic wage rate plus fringes. The overtime hours must be properly reported on the payroll form under column #4, as denoted by the “O” for overtime hours and “S” for straight-time hours.

2. ***HOW DO I REPORT AN EMPLOYEE THAT HAS WORKED MORE THAN ONE TRADE?***

The FLSP explains that for such an employee, the contractor is required to compensate the employee at the rate specified for each job classification for the time actually worked therein. The payroll report must disclose an accurate division of work hours for the employee.

3. ***HOW DO I REPORT A SINGLE-WORKING OWNER?***

Pursuant to directive Letter LR-96-01, as issued by the Department of Housing and Urban Development (HUD) and the Department of Labor (DOL), it is unacceptable for single working owners to certify payment of their own wages. Instead, the working owner, partners, officers, etc., must be carried on the payroll of the contractor for whom they are working or have executed a “contract” for services.

The contractor is responsible for maintaining an accurate account of the weekly work hours, including any overtime hours, for the working owner. In order to determine the “effective” hourly wage rate for the worker, the Letter suggests dividing the contract price by the number of hours worked on the job. Please note, that it is acceptable for the effective wage rate to fluctuate from week to week, as the number of work hours are subject to change. However, the wage rate may not be less than the prevailing wage for the respective craft. *(A complete copy of the Letter LR 96-01 is provided on the Labor Standards Contractor’s Guide Disk or you may request a copy from the Labor Standards Unit.)*

Subject: **Labor standards compliance requirements for self-employed laborers and mechanics (aka *Working Subcontractors*)**
I. HUD policy on prevailing wage applicability.
II. Compliance and certification parameters.
III. Owners of businesses working with their crews.
IV. Owner-Operators of power equipment.
V. Truck drivers.

The Federal prevailing wage requirements and compliance standards for self-employed laborers and mechanics (also referred to as "working subcontractors") have long been a confusing and contentious area for the Department of Labor (DOL), HUD, the Internal Revenue Service and contractors and subcontractors.

The following policy represents an effort to provide practical guidance for field application. The guidance more specifically concerns the wage certification requirements for self-employed mechanics and laborers on projects subject to Federal labor standards provisions including Davis-Bacon and HUD-determined maintenance and nonroutine maintenance prevailing wage rate determinations. This policy does not attempt to establish whether working subcontractors are subject to Federal labor standards nor whether such working subcontractors are *bona fide*. The clear meaning of statutory provisions and regulatory definitions does not require further examination of applicability. Additionally, statutory and regulatory language are clear that the question of whether certain self-employed laborers and mechanics are bona fide subcontractors is not germane to the issue of prevailing wage standard applicability.

I. HUD policy on prevailing wage applicability.

The Davis-Bacon Act (DBA), HUD program Related Acts (DBRA) concerning the payment of prevailing wages as determined by the Secretary of Labor, and the U.S. Housing Act of 1937 concerning the payment of prevailing wage rates established by HUD provide that the wage protections afforded in these statutes apply to laborers and mechanics employed on the covered work. The DBA and DBRA implementing regulations (29 CFR Part 5) specifically stipulate that these protections are provided **regardless of any contractual relationship which may be alleged to exist** between the contractor and such laborers and mechanics. Additionally, all laborers and mechanics must be paid unconditionally and not less often than once per week. HUD has followed DBA/DBRA prevailing wage parameters in its implementation, administration and enforcement of HUD-determined maintenance and nonroutine maintenance prevailing wage standards. (*NOTE: The requirement to pay weekly wages is not applicable to the payment of prevailing routine maintenance wage rates related to laborers and mechanics engaged in the operation of PHA and IHA housing developments.*)

Therefore, it is HUD policy that in all cases where laborers and mechanics are employed on Federal prevailing wage-covered construction, maintenance and nonroutine maintenance work, laborers and mechanics shall be entitled to compensation (in the case of Davis-Bacon wages,

weekly compensation) at wage rates not less than the prevailing rate for the type of work they perform **regardless of any contractual relationship alleged to exist between a contractor or subcontractor and such laborers or mechanics.**

The above policy statement is not a departure from previous HUD directives. The guidance presented below establishes uniform HUD-assisted program contract administration and enforcement parameters for labor standards compliance and prevailing wage certification.

II. *Compliance and certification parameters.*

HUD policy clearly affords prevailing wage protection for all laborers and mechanics, regardless of contractual relationship. There is no exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole-proprietors, partners, corporate officers, or others. This policy in no way precludes or limits any business or individual from participating in HUD-assisted construction, maintenance, or nonroutine maintenance work. The

issue is not one of *eligibility*, whether such persons are permitted to work on HUD-assisted projects, but of compliance standards - what HUD will accept from contractors and subcontractors to demonstrate that proper compliance has been achieved.

In this context, this Letter establishes a HUD administrative policy that laborers and mechanics may not certify to the payment of their **own** prevailing wages **EXCEPT** where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew. (This exception is described in detail in Paragraph III. Owner-operators of power equipment are discussed in Paragraph IV; Truck drivers are discussed in Paragraph V.)

The most frequent occurrence of self-employed workers on HUD-assisted projects involves mechanic/trade classifications (i.e., not laborer classifications). (For ease of reference, laborers and mechanics in this context are referred to as "mechanics" and include any case involving laborers.) These mechanics may be represented as sole-proprietors, self-employed mechanics, partners, or corporate officers - all with no direct employees engaged in the covered work.

Accordingly, HUD, and program participants responsible for labor standards administration and enforcement (e.g., PHAs, IHAs, CDBG recipients), may not accept certified payrolls reporting single or multiple owners (e.g., partners) certifying that they have paid to themselves the prevailing wage for their craft. For example, a sole-proprietor may not submit a payroll reporting himself or herself as simply "Owner" signing the certification as to his/her own wage payment from "draws" or other payment methods. Neither may several mechanics submit a payroll reporting themselves as "partners" with one or more certifying as to the payment of their wages or salaries. Such mechanics must instead be carried on the certified payroll of the contractor or subcontractor (the "responsible employer") for whom they are working and with whom they have executed a "contract" for services.

In these cases, maintenance of an accurate accounting of weekly work hours including any overtime hours for such mechanics is essential. Whatever method of compensation computation is utilized (piecework, weekly contract draw for performance), the amount of weekly

compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. This computation must take into account overtime pay rates (i.e., one and one half) for all hours worked in excess of 40 hours per

week, pursuant to the Contract Work Hours and Safety Standards Act (CWHSSA), where applicable, and pursuant to the Fair Labor Standards Act where CWHSSA is not applicable.

The name, work classification, actual hours of work, effective hourly wage rate, and wage payment for each such mechanic must be reported and certified on the responsible employer's weekly payroll. Note that the effective hourly wage rate for such mechanics may fluctuate from week to week. However, the effective hourly wage rate **may not** be less than the minimum prevailing rate for the respective craft. In any case where the effective rate falls below the corresponding craft prevailing wage rate, the responsible employer must compensate the mechanic at no less than the prevailing rate on the wage determination for that craft.

III. *Owners of businesses working with their crew.*

Owners of businesses working with their crew on the same HUD-assisted job site may certify to the payment of their own prevailing wages in conjunction with the prevailing wages paid to their employees. This exception to reporting standards *does not* suggest that such owners are not likewise entitled to prevailing wages for their labor. Rather, it accepts the wage payment certification on weekly payroll reports by the owner for his/her own wages as that certification *accompanies* the certification offered for the payment of prevailing wages to his/her employees. Such owners need only list their name, work classification including "owner," and the daily and total hours worked. (Such owners *do not* need to list a rate of pay or amounts earned.)

IV. *Owner-operators of power equipment.*

Frequently, *owner-operators of power equipment* (e.g., backhoes, front-end loaders) will contract for services at a rate for both "man and machine." In these cases, the owner-operator includes liability, equipment maintenance, and salary in an hourly or contract rate for services. Because of the prevalence of such practice and the inherent difficulty in ascribing costs for liability and maintenance costs versus hourly *labor* salary, HUD and its program clients may accept a combined ("man and machine") hourly rate on the responsible contractor's certified payroll provided that such hourly rate may not be less than the rate on the wage determination for the respective power equipment operator.

Note: Owner-operators of power equipment, like self-employed mechanics, may not submit their own payrolls certifying to the payment of their own wages BUT must be carried on the responsible contractor's certified payroll report.

V. *Truck drivers.*

As outlined earlier in this Letter, a DOL administrative policy excludes *bona fide owner-operators of trucks who are independent contractors* from DBRA/CWHSSA provisions concerning their own hours of work and rate(s) of pay. These truck "owner-operators" must be reported on weekly payrolls *but* the payrolls do not need to show the hours worked or rates - only the notation "Owner-operator." **Note** that any laborers or mechanics, including truck drivers, employed by the owner-operator/independent contractor are subject to DBRA/CWHSSA provisions in the usual manner.

This policy **does not** pertain to owner-operators of other equipment such as backhoes, bulldozers, cranes and scrapers (i.e., power equipment as noted in paragraph IV, above).

These compliance standards shall take effect immediately. Any exceptions to these standards must be approved in advance in writing by HUD Headquarters Office of Labor Relations.

Any questions concerning this *Letter* may be directed to the Office of Labor Relations at (202)708-0370 or, in the case of HUD program participants, to the HUD Field Labor Relations Staff with jurisdiction for your area.

Assistant to the Secretary for
Labor Relations

Richard_S._Allan@HUD.gov

**Visit the Office of Labor Relations on the World Wide Web HUD Home Page at
<http://www.hud.gov/>**

[Return to OLR letters](#)

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects



MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
U.S. Department of Labor
Employment Standards Administration



Equal Employment Opportunity is THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires employers to take affirmative steps to ensure equality of opportunity in all aspects of employment

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of a disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with or without reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA AND SPECIAL DISABLED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, special disabled veterans, recently separated veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Any person who believes a contractor has violated its nondiscrimination or equal opportunity obligations under one or more of the authorities above should immediately contact:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration (ESA), U.S. Department of Labor (DOL), 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0100 (DOL's toll free TTY number, for individuals with hearing impairments is (800) 326-2577), or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor, or access OFCCP's web site via the Internet at www.dol.gov/esa/ofcp_org.htm.

Private Employment, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, national origin, or sex (including pregnancy). Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations, unless such accommodations would impose an undue hardship on the employer.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, and other terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort and responsibility under similar working conditions, in the same establishment.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time frames in which you must file charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected. If you believe that you have been discriminated against under any of the above laws, you should immediately contact:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TTY number is (800) 669-6820, or access EEOC's web site at www.eeoc.gov.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of a disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities, who, with or without reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

BONAFIDE SUBCONTRACTOR'S CRITERIA

Subcontractors must meet at least ONE of the following:

1. Does the subcontractor have a registered company name and is there a telephone listing under that name?
2. Does the subcontractor have a license?
3. Does the subcontractor have liability insurance or a subcontractor's bond?
4. Does the subcontractor have a Federal Tax Identification Number?

WEEKLY REPORT OF SUBCONTRACTORS ON JOB SITE

General Contractor: _____

Project Name: _____

Project Number: _____ **Week Ending:** _____

Complete and submit **WEEKLY** on the first of each week that the subcontractors are actively employed in the actual construction of project. The report covers the previous week. If none, state none.

SUBCONTRACTOR'S NAME	Mon	Tues	Wed	Thur	Fri	Sat	Sun

Return To:

P&DD/Labor Standards
65 Cadillac Sq., Ste. 1200
Detroit, MI 48226

Superintendent's Signature
(Original Ink)